

### REMARKS

Claims 1-52 were pending in this application. No claims were added or canceled. Hence, claims 1-52 remain pending in this application.

#### Rejection of the Claims

Claims 1-2, 5-7, 12, 15-16, 18-20, 26-27, 35-37, 39-40, and 44 were rejected under 35 U.S.C. § 103(a) as being anticipated by BroadVision (a collection of articles cited in Paper #3 PTO-892, Items: U-V), in view of Consortium (a collection of articles cited in PTO-892, Items: U-V).

Claims 3-4, 17, and 38 were rejected under 35 U.S.C. § 103(a) as being unpatentable over BroadVision and Consortium in view of PR Newswire (Paper #3, PTO-892, Item: W, hereinafter "PRN").

Claims 8-11, 21-23, 28-31, 34, 41-42, 45-48, and 51 were rejected under 35 U.S.C. § 103(a) as being unpatentable over BroadVision and Consortium in view of U.S. Patent 6,141,653 ("Conklin").

Claims 13-14, 24-25, and 43 were rejected under 35 U.S.C. § 103(a) as being unpatentable over BroadVision Consortium further in view of Conklin, further in view of Official Notice (Paper #3, admitted as prior art regarding well within the skill, hereinafter "ON1").

Claims 32-33, 49-50, and 52 were rejected under 35 U.S.C. § 103(a) as being unpatentable over BroadVision, Consortium and PRN as applied to claims 15 and 36 and further in view of Borcover (Paper #3, PTO-892, Item: X).

These rejections are respectfully traversed.

#### The Claimed Invention

Independent claim 1 is directed to a computer implemented system for administering a distribution channel for the promotion and sale of a product. The system comprises a digital repository for storing data of interest to members of a **consortium**.

Similarly, claim 15 is directed to a method for administering a distribution channel for the promotion and sale of a product. The method comprises the step of populating a digital repository with data relating to members of a **consortium**, the consortium forming a part of the distribution channel.

Amended claim 35 recites a system for administering a distribution channel for the promotion and sale of a product. The system comprises means for populating a digital repository

with data relating to members of a **consortium**, the consortium forming a part of the distribution channel.

Finally, claim 36 recites a computer program product comprising a computer program code mechanism embedded in a computer storage medium for causing a computer to manage a **consortium** for the promotion and sale of a product, the computer program code mechanism having a first computer code device configured to maintain data in a digital repository relating to members of the consortium.

#### Arguments in Support of the Claims

To recap, independent claims 1, 15, 35, and 36, respectively, are directed to computerized systems and methods for establishing and managing a **consortium**. The Examiner's proposed definition of such a "consortium" is defined by Merriam-Webster's Dictionary as an agreement, combination, or group (as of companies) **formed to undertake an enterprise beyond the resources of any one member**. (Office Action, page 5)

An advantage of the claimed invention over the prior art is that it allows a consortium to be established and maintained on-line. Such an arrangement not only provides all the benefits of a traditional consortium, including the ability to undertake an enterprise that is beyond the resources of any one member, but also has the enhanced features and efficiencies associated with being on-line. The consortium is formed to gain leverage with vendors, see specification page 2, lins 8-11. The consortium also provides increased negotiating powers for the members, see claim 1. Nowhere does BroadVision, Chelliah, or any other art or record, discloses or suggests a such an on-line consortium.

On the contrary, the BroadVision One-to-One technology appears to be merely an e-commerce technology. BroadVision states that the technology allows for rapid development and real-time operation of *one-to-one* relationship management applications for the extended enterprise. (Item U, page 2, para. 4.) In other words, BroadVision's technology allows individual enterprises to deploy and manage their individual businesses on-line. The Examiner admits that BroadVision does not disclose the mall merchants as a consortium. Nowhere does BroadVision disclose or suggest that its technology facilitates the type of synergistic relationships between multiple parties found in a consortium.

Chelliah also fails to disclose or suggest an on-line consortium. The closest thing to a consortium that Chelliah discloses is an electronic mall. (Col. 6, lines 13-25.) However, Chelliah describes the electronic mall is simply a collection of suppliers of goods and services. (Col. 6, lines 5-9.) Nowhere does Chelliah disclose or suggest that its system facilitates the type of collaborative relationships found in a consortium. This position is underscored by the disclosure in Chelliah that a single supplier may use the system just as well as several suppliers. (See, e.g., col. 3, lines 5-7, "... at least one supplier.")

Consortium U teaches WorldMetal.com, the largest metal products business-to-business Internet site, see page 2, line 1. The president of Hyundai describes the alliance as a milestone for its business development. "...The cooperation is to introduce and provide a secure and *neutral* metal trading B2B platform for the region." WorldMetal.com is backed by a **consortium** formed by Sun Microsystems Inc. of Palo Alto, CA and BroadVision Inc. of Redwood City, CA, an e-business software provider. The consortium mentioned in Consortium U is merely a partnership, joint venture or agreement. Even if the consortium of Sun Microsystems and BroadVision's was formed to increase negotiating power or gain leverage with vendors, Consortium U does not state that the website uses the BroadVision's technology. Consortium U teaches an all-in-one online metal trading and information center for manufacturers and trading companies because it is a business-to-business site, WorldMetal.com does not teach increased negotiating powers for the members. Instead it is a *neutral* B2B platform, Consortium U also fails to suggest that the website uses BroadVision's One-to-One technology.

Consortium V teaches BroadVision is a member of the Personalization **Consortium**, an advocacy group. The consortium will provide a forum for discussion of personalization technology and privacy issues, develop guidelines for personalized online marketing practices, sponsor research, work with other industry and consumer groups to shape public policy, and educate the marketplace about benefits of the enabling technology. Nowhere does Consortium V teach using a consortium to increase negotiating power or gain leverage with vendors. Even if the Personalization Consortium was formed to increase negotiating power or gain leverage with vendors, Consortium V does not state that the website uses BroadVision's technology. Furthermore, the reference teaches that BroadVision "...has really brought the concept of *one-to-one* marketing to the Internet." Again, one-to-one technology does not provide a consortium for providing increased negotiating power or gaining leverage with vendors.

Because BroadVision (owner of Cheliah patent) is a member of a consortium, does not imply that it's technology (One to One) can be used for establishing and managing a consortium as recited in claims 1, 15, 35, and 36. Since Consortium U and Consortium V do not teach establishing and managing a consortium, there is no motivation to combine the references. Even if you combine the references, the deficiencies of BroadVision, namely that the mall merchants are not a consortium are not remedied when combined with Consortium U or Consortium V which do not suggest or disclose that the mall merchants are a consortium. Neither do they suggest using BroadVision's technology with a consortium to increase negotiating power or gain leverage with vendors. Since the prior art reference either alone or in combination must teach or suggest all the claim limitations, a prima facie case of obviousness has not been established.

Accordingly, because none of the prior art of record, taken alone or in combination, discloses or suggests the invention as claimed in independent claims 1, 15, 35, and 36, withdrawal of the rejections against the independent claims is respectfully requested.

As for dependent claims 2-14, 16-34, and 37-52, although they may recite independently allowable subject matter, these claims depend from claims 1, 15, 35, and 36, respectively, and are therefore allowable for at least the same reasons. Accordingly, withdrawal of the rejection against the dependent claims is respectfully requested.

### CONCLUSION

In view of the above, each of the presently pending claims in this application is believed to be in immediate condition for allowance. Accordingly, the Examiner is respectfully requested to pass this application to issue.

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Respectfully submitted,

By

*for* *CRM Field #46991*  
Margaret A. Boulware  
Registration No.: 28,708 *a/permission*  
Baker & McKenzie LLP  
Pennzoil Place, South Tower  
711 Louisiana, Suite 3400  
Houston, TX 77002  
(713) 427-5003  
(713) 427-5099 (fax)